

### **ADDENDUM NO. 3**

**TO: ALL BIDDERS**

**FROM: CITY OF HIALEAH**

**RFP#: 2014-15-9500-00-002**

**RE: RFP -- SOLID WASTE COLLECTION SERVICES**

**DATE: APRIL 14, 2015**

---

The Contract Documents issued for the REQUEST FOR PROPOSALS – SOLID WASTE COLLECTION SERVICES need to be revised and amended, as described in this Addendum No. 3.

This Addendum No. 3 consists of three typed pages, five attachments, and one Addendum Receipt Form (“ARF”). Attachment “A” is entitled “Interlocal Agreement Between Miami-Dade County and Contract Cities for Delegation of Solid Waste Collection Authority in Areas Annexed from Unincorporated Miami-Dade County” and is dated July 6, 2004. Attachment “B” consists of Forms 15A (“Rates for Garbage Collection Services Outside the Annexed Areas”), 16A (“Rates for Bulky Waste Collection Services Outside the Annexed Areas”), and 17A (“Rates for Bulky Yard Waste Outside the Annexed Areas”). Attachment “C” is entitled “Hialeah’s Responses to Pre-Qualified Vendors’ Questions.” Attachment “D” is an Excel spreadsheet that summarizes the City’s data concerning its waste tonnage in Fiscal Year 2013/2014 and in Fiscal Year 2014/2015. Attachment “E” contains a series of maps that identify the City’s current routes for Collection Services.

All of the terms and conditions in the original Contract Documents shall remain unchanged, except as stated in this Addendum No. 3 and the two prior addenda. This Addendum No. 3 shall become part of the Contract Documents.

Approved for issue:  Date: April 14, 2015  
Angel Ayala – Acting Purchasing Director

#### **ACKNOWLEDGEMENT:**

Receipt of this Addendum No. 3 shall be acknowledged in the space provided on the Addendum Receipt Form – ARF (copy attached), which is now a part of the Contract Documents. This form must be faxed immediately to the City of Hialeah Purchasing Division, (305) 883-5871, and submitted with each vendor’s sealed proposal.

## CHANGES IN THE CONTRACT DOCUMENTS:

### 1. The City's Interlocal Agreement.

On July 6, 2004, the City of Hialeah ("City") and Miami-Dade County ("County") entered into an "Interlocal Agreement Between Miami-Dade County and Contract Cities for Delegation of Solid Waste Collection Authority in Areas Annexed from Unincorporated Miami-Dade County" ("Interlocal Agreement"). A copy of the Interlocal Agreement is Attachment "A" to this Addendum No. 3. The terms of the Interlocal Agreement apply to an area that is approximately three square miles in size, located in the Northwest corner of the City, and depicted in Composite Exhibit "A" to the Interlocal Agreement. This three square mile area shall be referred to herein as the "Annexed Area."

Pursuant to the Interlocal Agreement, the County may wish to collect the Solid Waste generated in the Annexed Area under certain circumstances. The City's Request for Proposals ("RFP") needs to be revised to address this contingency. The revisions to the RFP are described below. The City's Exclusive Franchise Agreement ("Agreement") also may need to be revised. If the County will provide Collection Services in the Annexed Area pursuant to the Interlocal Agreement, the City will revise the Agreement to make it clear that the Contractor will not be responsible for providing its services in the Annexed Area.

### 2. New Forms for City's RFP.

The City's RFP contains Form 15 ("Rates for Garbage Collection Services"), Form 16 ("Rates for Bulky Waste Collection Services") and Form 17 ("Rates for Bulky Yard Waste"). When a Proposer completes these forms, the Proposer should assume that the Contractor will provide its Collection Services in the City, including the Annexed Areas.

To account for the possibility that the County may collect the Solid Waste in the Annexed Area, the City has prepared Form 15A, Form 16A, and Form 17A. When a Proposer completes these new forms, the Proposer should assume that the Contractor will provide Collection Service in the City, but not in the Annexed Areas.

Each Proposer must complete Forms 15A, 16A, and 17A and then submit these forms with the Proposer's proposal. Forms 15 and 15A shall be submitted in Chapter 18 of the proposal. Forms 16 and 16A shall be submitted in Chapter 19 of the proposal. Forms 17 and 17A shall be submitted in Chapter 20 of the proposal. Forms 15A, 16A, and 17A are attached to this Addendum No. 3 in Attachment "B."

### 3. New Instructions for Preparing Proposals.

Section 3 of the City's RFP provides "Instructions for Preparing a Proposal." In Section 3.4 of the RFP, Chapter 5 ("Available Resources") requires each Proposer to provide information demonstrating that the Proposer will have sufficient personnel, equipment, and resources to perform the work required under the City's Agreement. When preparing a proposal, each Proposer must explain how its plans for serving the City will be affected (if at all) if the

Proposer does not provide Collection Service in the Annexed Area. More specifically, each Proposer shall identify whether, and the extent to which, the Proposer will use fewer employees, vehicles, or other resources to provide Collection Services under this scenario.

4. The City's Response to Vendors' Questions.

Pursuant to Section 2.3 of the City's RFP, the City received written questions from the three (3) Pre-Qualified Vendors: (1) Progressive Waste Solutions ("Progressive"); (2) Waste Management Inc. of Florida ("WMIF"); and (3) Waste Pro. All of the questions submitted by the Pre-Qualified Vendors are quoted in Attachment "C," which is entitled "Hialeah's Responses to Pre-Qualified Vendor's Question," and is attached to this Addendum No. 3. The City's responses are set forth immediately after each question.

5. Schedule for Revising the Agreement.

As indicated in Attachment "C" to this Addendum No. 3, the City intends to revise certain provisions in the draft Agreement. All of the revisions will be incorporated into the next draft of the Agreement. However, the City does not intend to issue another draft of the Agreement until the City has selected the Successful Proposer. Thereafter, the City will issue a revised version of the Agreement, before the Agreement is executed by the City and the Successful Proposer.

6. Deadline for Proposals.

As noted in Addendum No. 2, the deadline for submitting proposals in response to the City's RFP is **2:00 P.M. on Tuesday, April 28, 2015.**

**END OF ADDENDUM No. 3**

**Attachment "A" to Addendum No. 3**

**City of Hialeah RFP No. 2014-15-9500-00-002**

**[The remainder of this page is intentionally blank]**

**INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND CONTRACT  
CITIES FOR DELEGATION OF SOLID WASTE COLLECTION AUTHORITY IN  
AREAS ANNEXED FROM UNINCORPORATED MIAMI-DADE COUNTY**

This Interlocal Agreement ("Agreement") is made and entered into this 6<sup>th</sup> day of July, 2004, by and between Miami-Dade County, by and through its Board of County Commissioners ("County"), and the municipality of Hialeah its successors and assigns, hereinafter referred to as the Contract City, to authorize Contract City provision of solid waste collection services in the annexed area as described in Exhibit A herein, coincident with the suspension of County provided solid waste collection services in such area for the term of this Agreement.

**BACKGROUND RECITALS**

Whereas, the Miami-Dade County Board of County Commissioners (the "Board") hereby finds and declares that it is necessary to the health, safety and welfare of the citizens of Miami-Dade County to ensure that adequate Solid Waste collection services are provided countywide; and

Whereas, Section 1.01A(9) of the Miami-Dade County Home Rule Charter authorizes the County to provide and regulate waste collection and disposal services countywide; and

Whereas, pursuant to Section 15-13 of the Code of Miami-Dade County, Florida (Code), the County provides residential Solid Waste collection services in those portions of unincorporated Miami-Dade County located within the County's solid waste collection service area, as defined in Section 15-1 of the Code; and

Whereas, on February 6, 1996, the Board of County Commissioners passed Ordinance 96-30 which created Section 20-8.4 of the Code, which provides that the County shall forever continue to collect and dispose of all residential waste in annexed areas, unless the authority to collect such waste is delegated by the County to the governing body of the municipality through a twenty (20) year Interlocal agreement which provides for collection services, and a twenty (20) year Interlocal agreement which provides for disposal services in substantially the form approved by Resolution No. R-1198-95; and

Whereas, the Contract City has annexed a portion of unincorporated Miami-Dade County which contains a part(s) of the solid waste collection service area, and the Contract City desires and is fully prepared to provide for adequate residential solid waste collection services within the annexed area; and

Whereas, the Contract City has entered into a twenty (20) year interlocal agreement with the County for use of the County Solid Waste Management system dated November 4, 1996

**NOW THEREFORE**, in consideration of the foregoing premises, and the mutual considerations contained herein, the parties hereto, intending to be legally bound, do hereby agree as follows:

DEFINITIONS

For the purposes of this Agreement, the following capitalized words and phrases shall be given the following respective meanings:

**Board** - the Miami-Dade County Board of County Commissioners.

**Contract City** - the municipal corporation existing under the laws of the State of Florida, that enters into this Agreement with the County and has previously entered, or simultaneously enters, into a twenty (20) year interlocal agreement with the County for use of the County Solid Waste Management System.

**County** - Miami-Dade County, Florida by and through its Board of County Commissioners.

**Director** - the Director of the Department of Solid Waste Management or his/her designee.

**Fiscal Year** - the period beginning October 1 of each year and ending September 30 of the subsequent year.

**Force Majeure** - an act of God, epidemic, lightning, earthquake, fire, explosion, storm, hurricane, flood or similar occurrence, strike, and act of a public enemy, or blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the rights or obligations under this Agreement, which by the exercise of due diligence the party relying thereon as justification for not performing any obligation under this Agreement shall not have been able to avoid, and which is not the result of a willful or negligent action or omission of such party.

**Municipal Solid Waste (MSW) or Solid Waste or Waste** - all discarded materials or substances, exclusive of source-separated recyclable materials, including, but not limited to, garbage, trash, yard trash, litter, refuse, rubbish, recycling process residue, or other materials allowed by the State Department of Environmental Protection for disposal in a Class I landfill, Class III landfill or resource recovery facility which result from domestic, commercial, industrial, mining, agricultural or governmental activities, but not including sewage or other highly-diluted, water-carried materials or substances, or those in gaseous form.

**Source-Separated Recyclable Materials** - materials separated from MSW at their source of generation which are set-out for collection at their source of generation. Such materials shall be limited to: clean yard trash, newspapers, telephone books, household batteries, glass containers, plastic containers, steel cans, aluminum cans, and other source-separated recyclable materials as may be added to this listing from time to time by the County Manager, at his sole discretion; such additions may be made by use of an attachment hereto without need for formal amendment to this Agreement.

**ARTICLE 1**

**CONSTRUCTION OF INTERLOCAL AGREEMENT**

The word "shall" as used in this Agreement shall in all cases be construed to be mandatory and to require the action so modified by the word "shall" to be taken without regard to the exercise of discretion.

**ARTICLE 2**

**RESPONSIBILITIES OF THE PARTIES**

**COUNTY.** The County shall, and does hereby delegate the authority to collect residential Solid Waste generated in the annexed area, commonly referred to as N/A, and geographically described in Exhibit A, to the governing body of the Contract City effective October 1, 2004.

**CONTRACT CITY.** The Contract City shall provide for residential solid waste collection service to the annexed area, commonly referred to as N/A, and geographically described in Exhibit A effective October 1, 2004.

**ARTICLE 3**

**RELATIONSHIPS OF THE PARTIES**

Nothing in this Agreement shall be deemed to constitute any party a partner, agent or local representative of the other party or to create any type of fiduciary responsibility of any kind whatsoever between the parties. The obligations to this Agreement are not joint; the obligations are separate and several between the Contract City and County.

**ARTICLE 4**

**HEADINGS**

Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

**ARTICLE 5**

**DURATION OF AGREEMENT**

The term of this Agreement shall commence with the date of execution and shall remain in effect up to and including October 1, 2024. In the event that a Contract City's twenty (20) year Interlocal agreement for use of the County Solid Waste Management System is terminated, this Agreement shall terminate simultaneously. This Agreement shall be executed and approved by resolution of the Contract City's governing body. A copy of the resolution of approval shall be transmitted to the County Manager within five (5) days following the date of Contract City approval.

**ARTICLE 6**

**AGREEMENT GOVERNS; ENTIRE AGREEMENT**

This Agreement shall govern and supersede any other Interlocal Agreement between the Contract Cities and the County with regard to residential solid waste collection. This writing embodies the entire Agreement and understanding between the parties hereto, and there are no other agreements or understandings, oral or written with reference to the subject matter hereof that are not merged herein and superseded hereby.

ARTICLE 7

REPRESENTATIONS OF THE COUNTY

The County represents that (A) this Agreement has been duly authorized, executed and delivered by the Board of County Commissioners as the governing body of the County, and (B) it has the required power and authority to perform this Agreement.

ARTICLE 8

REPRESENTATIONS OF THE CONTRACT CITY

The Contract City represents that (A) this Agreement has been duly authorized, executed and delivered by the Governing Body of the Contract City, and (B) it has the required power and authority to perform this Agreement.

ARTICLE 9

APPROVALS AND NOTICES

All notices, consents and other communications required, permitted or otherwise delivered under this Agreement shall be in writing and be delivered either by hand with proof of delivery or mailed by first class United States certified or registered mail, with return receipt requested, postage prepaid, and in any case shall be addressed as provided in this Article.

To County:

Miami-Dade County Florida  
111 N.W. 1st Street, 29th Floor  
Miami, FL 33128  
Attn.: County Manager  
Phone: (305) 375-5311

cc: Department of Solid Waste Management  
8675 N.W. 53rd Street  
Suite 201  
Miami, FL 33166  
Attn.: Department Director  
Phone: (305) 594-1520

cc: Dade County Attorney's Office  
111 N.W. 1st Street, 27th Floor  
Miami, FL 33128  
Phone: (305) 375-1178

To Contract City:

Raul L. Martinez, Mayor

City of Hialeah

501 Palm Avenue, 4th Floor

Hialeah, Florida 33010

(305) 883-5800



Changes in the respective addresses may be made from time to time by either party by notice to the other party. Notices and consents given by mail in accordance with this section shall be deemed to have been given five (5) business days after the day of dispatch, notices and consents given by any other means shall be deemed to have been given when received.

#### ARTICLE 10

##### AMENDMENT TO AGREEMENT

This Agreement may be modified, altered or amended only by a written amendment duly executed by the parties hereto, and approved by the governing body of each party. Any oral representations or modifications concerning this Agreement shall be of no force or effect.

#### ARTICLE 11

##### NON-ASSIGNMENT

In no case shall the Contract City assign, transfer, convey or otherwise hypothecate any interest, rights, duties, or obligations hereunder, or any part thereof. In the event a Contract City attempts to assign, transfer, convey or otherwise hypothecate this Agreement or the Contract City's rights, duties or obligations hereunder, or any part thereof, the County may at its option, terminate this Agreement.

#### ARTICLE 12

##### RIGHTS OF OTHERS

Nothing in this Agreement, either express or implied, is intended to confer upon any person other than the parties hereto any rights or remedies under or by reason of this Agreement.

#### ARTICLE 13

##### WAIVER

There shall be no waiver of any right related to this Agreement unless that such waiver is in writing signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular rights waived and shall not be deemed a waiver of the same right at a later time, or of any other right under this Agreement.

#### ARTICLE 14

##### COUNTY EVENT OF DEFAULT

The failure by the County to substantially fulfill any of its material obligations in accordance with this Agreement, unless excuses are justified by Force Majeure, shall constitute a "County event of default". If a County event of default should occur, the Contract City shall have all of the following rights and remedies which each may exercise singly or in combination: 1. the right to declare that this Agreement as it applies to the Contract City together with all rights granted to the County hereunder are terminated, effective upon such date as is designated by the Contract City; 2. any and all other rights provided under federal laws and the laws of the State

of Florida. 3. in any event, the County shall maintain responsibility for any debts owed to the Contract City for services provided under the terms of this Agreement. Notwithstanding any other provision of this article, the Contract City shall not terminate this Agreement for a "County event of default" unless the Contract City first gives the County written notice of intent to terminate specifying the alleged default, and providing the County a period of sixty (60) days from receipt of notice within which to cure such default.

#### ARTICLE 15

##### CONTRACT CITY EVENT OF DEFAULT

Without limitation, the failure by the Contract City to substantially fulfill any of its material obligations in accordance with this Agreement, unless excuses are justified by Force Majeure, shall constitute a "Contract City event of default". If a Contract City event of default should occur, the County shall have all of the following rights and remedies which it may exercise singly or in combination: 1. the right to declare that all rights granted to the Contract City hereunder are terminated, effective upon such date as is designated by the County; 2. any and all rights provided under federal laws and the laws of the State of Florida. 3. in any event, the Contract City shall maintain responsibility for any debts owed to the County for services provided under the terms of this Agreement. Notwithstanding any other provision of this article, the County shall not terminate this Agreement for a "City event of default" unless the County first gives the Contract City written notice of intent to terminate specifying the alleged default, and providing the Contract City a period of sixty (60) days from receipt of notice within which to cure such default.

#### ARTICLE 16

##### FLORIDA LAW GOVERNS; VENUE IN MIAMI-DADE COUNTY, FLORIDA

This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida, and venue shall be in Miami-Dade County, Florida.

#### ARTICLE 17

##### TERMINATION

This Agreement may be terminated upon mutual consent, in writing, between the Contract City and the County.

#### ARTICLE 18

##### COUNTERPARTS

This Agreement may be executed in one or more counterpart(s), each of which shall be deemed an original.

#### ARTICLE 19

##### INVALIDITY OF PROVISIONS

Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, and this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, Miami-Dade County, Florida, has caused this Agreement to be executed in its name by the County Manager or his designee, attested by the Clerk of the Board of County Commissioners and has caused the seal of the Board of County Commissioners to be hereto attached; and the Contract City, has caused this Agreement to be executed by the Manager of the Contract City or his designee, attested by the Clerk of the Contract City's governing body and has caused the seal of the Contract City's governing body to be hereto attached, all on the day and year first written above.

MIAMI-DADE COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

ATTEST:  
HARVEY RUVIN,  
Clerk of the Board

By  Deputy Clerk   County Manager  
Miami-Dade County Florida  
111 N.W. 1st Street, 29th Floor  
Miami, FL 33128

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY BY:  
Dade County Attorney's Office  
111 N.W. 1st Street  
Miami, FL 33128

  
Assistant County Attorney

CONTRACT CITY

City of Hialeah

ATTEST:

By: 19#7

Raul L. Martinez  
Mayor

D. F. DeLoach  
Daniel F. DeLoach, City Clerk

Contract City Clerk

[corporate seal]

This 23rd day of June  
2004.

APPROVED AS TO FORM:

William Grodnick  
William M. Grodnick  
City Attorney

## COMPOSITE EXHIBIT "A"

### LEGAL DESCRIPTION

All of the West  $\frac{1}{2}$  of Section 16 in Township 52 South, Range 40 East, being bounded on the north by the South line of the West  $\frac{1}{2}$  of Section 9, bounded on the east by the Easterly Right-of-Way line of State Road 93 (I-75), as shown on the Florida State Department of Transportation Right-of-Way Map Section No. 87075-2402, bounded on the south by the North line of the West  $\frac{1}{2}$  of Section 21, and bounded on the west by the East line of Section 17, lying and being in Miami-Dade County, Florida;

AND

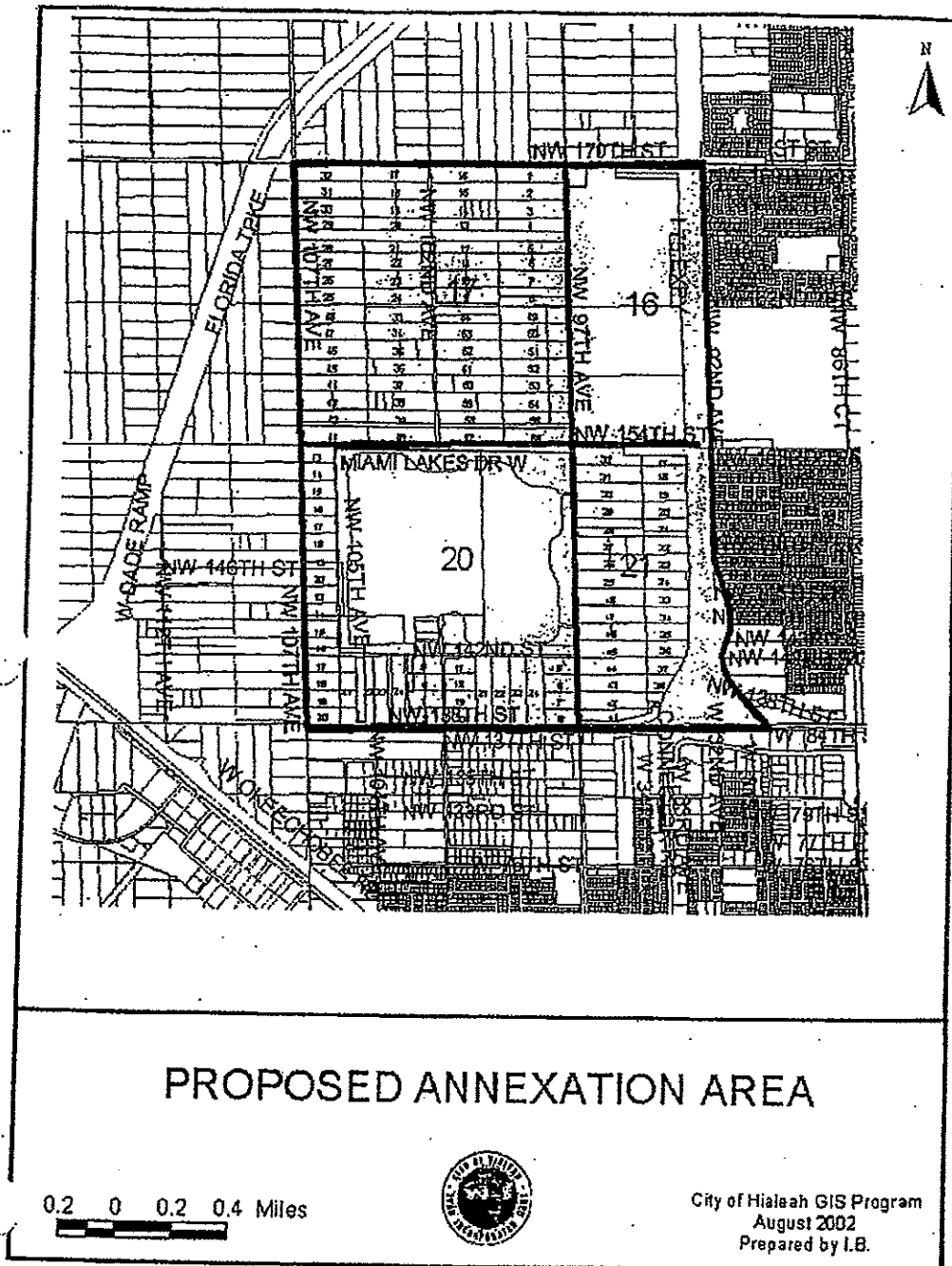
All of Section 17, Township 52 South, Range 40 East, including: Tracts 1 through 64, inclusive, of **FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1** in Section 17, Township 52 South, Range 40 East, according to the Plat thereof, as recorded in Plat Book 2, at Page 17, of the Public Records of Miami-Dade County, Florida;

AND

All of Section 20, Township 52 South, Range 40 East, including: Tracts 2, 3, 4 and 22, less those portions thereof lying within **RINKER LAKE**, as recorded in Plat Book 82, at Page 47, of the Public Records of Miami-Dade County, Florida, and all of Tracts 5, 6, 7, 8, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23, 24, of **CHAMBERS LAND COMPANY SUBDIVISION**, in the Southwest  $\frac{1}{4}$  of Section 20, Township 52 South, Range 40 East, according to the Plat thereof, as recorded in Plat Book 2, at Page 68, of the Public Records of Miami-Dade County, Florida; and all of Tract 13, 14, 15, 16, 17, 18, 19 and 20, of **CHAMBERS LAND COMPANY SUBDIVISION**, in the Northwest  $\frac{1}{4}$  of Section 20, Township 52 South, Range 40 East, according to the Plat thereof, as recorded in Plat Book 2, at Page 68, of the Public Records of Miami-Dade County, Florida; and all of Tracts 5, 6, 7, 8, 17, 18, 19, 20, 21, 22, 23 and 24, of **CHAMBERS LAND COMPANY SUBDIVISION**, in the Southeast  $\frac{1}{4}$  of Section 20, Township 52 South, Range 40 East, according to the Plat thereof, as recorded in Plat Book 2, at Page 68, of the Public Records of Miami-Dade County, Florida; and all of Tracts A, B, C, D, E, F, G and Lake area, of **RINKER LAKE**, according to the Plat thereof, as recorded in Plat Book 82, at Page 47, of the Public Records of Miami-Dade County, Florida;

AND

All of Section 21, Township 52 South, Range 40 East, less and except those portions thereof, lying East of the Easterly right-of-way line of State Road 93 (I-75), as shown on the Florida State Department of Transportation Right-of-Way Map Section No. 87075-2402, including: Tracts 17 through 48 inclusive, of **FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1** in Section 21, Township 52 South, Range 40 East, according to the Plat thereof, as recorded in Plat Book 2, at Page 17, of the Public Records of Miami-Dade County, Florida.



**RESOLUTION NO. 04-61**

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA AUTHORIZING THE MAYOR AND THE CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY, TO ENTER INTO AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY, FOR A 20-YEAR TERM COMMENCING ON OCTOBER 1, 2004 AND ENDING ON OCTOBER 1, 2024, DELEGATING SOLID WASTE COLLECTION AUTHORITY TO THE CITY OF HIALEAH IN THE ANNEXATION AREA, A COPY OF WHICH IS ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "1".

**WHEREAS**, on March 29, 2004, the City annexed approximately 3 square miles of land in the northwest quadrant of Miami-Dade County ("Annexation Area"); and

**WHEREAS**, pursuant to Miami-Dade County Ordinance 03-216 (Oct. 21, 2003), the Board of County Commissioners, by ordinance, delegated its authority to the City of Hialeah within the Annexation Area, through interlocal agreement, to collect solid waste in the same manner that the County delegated its solid waste collection services pursuant to the City by execution of the First Amended and Restated Interlocal Agreement between Metropolitan Dade County and Contract Cities for City Use of the County Solid Waste Management System dated November 4, 1996; and

**WHEREAS**, the City of Hialeah, Florida finds it in its best interest and in furtherance of the health, safety and welfare of the community and its residents to operate solid waste collection services within the Annexation Area.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:**

**Section 1:** The foregoing facts and recitations contained in the preamble to this resolution are hereby adopted and incorporated by reference as if fully set forth herein.

RESOLUTION NO. 04-61

Page 2

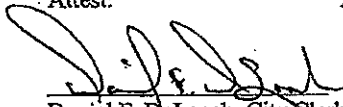
**Section 2:** The City of Hialeah, Florida hereby authorizes the Mayor and the City Clerk, as attesting witness, on behalf of the City, to enter into an interlocal agreement with Miami-Dade County, for a 20-year term commencing on October 1, 2004 and ending on October 1, 2024, delegating solid waste collection authority to the City of Hialeah in the Annexation Area, a copy of which is attached hereto and made a part hereof as Exhibit "1".

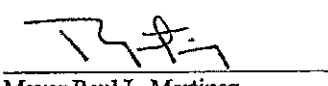
PASSED AND ADOPTED this 22<sup>nd</sup> day of June, 2004.

  
Julio Robaina  
Council President

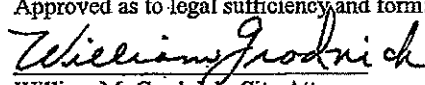
Attest:

Approved on this 23<sup>rd</sup> day of JUNE, 2004.

  
Daniel F. DeLoach, City Clerk

  
Mayor Raul L. Martinez

Approved as to legal sufficiency and form:

  
William M. Grodnick, City Attorney

s:\vmg\legisl\reso-04\solidwasteKwithcountyannexation.doc

Resolution was adopted by a 5-0-2 vote with Councilmembers Bovo, Casas, Gonzalez, Robaina and Yedra voting "Yes" and Councilmembers Bravo and Niel absent.



**Attachment "B" to Addendum No. 3**

**City of Hialeah RFP No. 2014-15-9500-00-002**

**[The remainder of this page is intentionally blank]**

**FORM 15A**  
**RATES FOR GARBAGE COLLECTION SERVICES**  
**OUTSIDE THE ANNEXED AREAS**

Each Proposer shall use this form to provide its Rates for the collection of the Garbage and Rubbish generated on Residential Property in the City. However, the Rates provided in this form are based on the assumption that the Contractor will not provide Collection Services in the Annexed Area (i.e., an area of approximately 3 square miles that was annexed into the City in 2004). Each Proposer shall provide its Rates based on the assumption that: (a) manual Collection Service with Garbage Carts will be provided to all Residential Customers, beginning on August 1, 2015; and (b) Automated Service will be provided no later than February 1, 2016 to all residents, except those who reside in areas where the City has concluded it is not feasible to provide Automated Service.

All Rates proposed on this form shall be fixed through October 1, 2016, and shall be based on the service requirements specified in the Agreement. The Rates shall be expressed as the cost that the City must pay per Dwelling Unit per month.

Each Proposer must provide its Rates for four (4) different disposal scenarios. Under these scenarios, it is assumed that the City's Garbage will be delivered to:

- (a) the Dade County Resources Recovery Facility ("RRF") and the Medley Landfill (i.e., no more than 7.0 miles from the City centroid); or
- (b) a Solid Waste Management Facility located between seven (7) and ten (10) miles from the centroid of the City of Hialeah (i.e., 7.1 to 10.0 miles); or
- (c) a Solid Waste Management Facility located between ten (10) and twenty (20) miles from the centroid of the City of Hialeah (i.e., 10.1 miles to 20.0 miles); or
- (d) a Solid Waste Management Facility located between twenty (20) and thirty (30) miles from the centroid of the City of Hialeah (i.e., 20.1 to 30.0 miles).

<b>MONTHLY RATE FOR GARBAGE COLLECTION SERVICE</b>				
	<b>Disposal at Dade RRF and Medley Landfill</b>	<b>Disposal between 7 and 10 miles</b>	<b>Disposal between 10 and 20 miles</b>	<b>Disposal between 20 and 30 miles</b>
Garbage Collection Service, Twice per Week	Collection Component of Rate: \$/Unit/Month	Collection Component of Rate: \$/Unit/Month	Collection Component of Rate: \$/Unit/Month	Collection Component of Rate: \$/Unit/Month
	Fuel Component of Rate: \$/Unit/Month	Fuel Component of Rate: \$/Unit/Month	Fuel Component of Rate: \$/Unit/Month	Fuel Component of Rate: \$/Unit/Month
	Total Amount of Rate: \$/Unit/Month	Total Amount of Rate: \$/Unit/Month	Total Amount of Rate: \$/Unit/Month	Total Amount of Rate: \$/Unit/Month

At its option, a Proposer may provide its Rates for the Collection and disposal of the City's Garbage at any solid waste management facility that is permitted to receive the City's Garbage. If a Proposer elects to provide such services, the Proposer must use the following table to provide its Rates for these Collection and disposal services.

MONTHLY RATE FOR GARBAGE COLLECTION AND DISPOSAL SERVICE	
Garbage Collection Service, Twice per Week	<b>Disposal at any permitted facility</b>
	Collection Component of Rate: \$ _____/Unit/Month
	Fuel Component of Rate: \$ _____/Unit/Month
	Disposal Component of Rate: \$ _____/Unit/Month
	Total Amount of Rate: \$ _____/Unit/Month

**FORM 16A**  
**RATES FOR BULKY WASTE COLLECTION SERVICES**  
**OUTSIDE THE ANNEXED AREAS**

Each Proposer shall use this form to provide its Rates for the collection of Bulky Waste from the City's Residential Customers. However, the Rates provided in this form are based on the assumption that the Contractor will not provide Collection Services in the Annexed Area (i.e., an area of approximately 3 square miles that was annexed into the City in 2004). Each Proposer shall provide its Rates for two (2) types of Collection Service with Bulky Waste: (1) Collection Service every month for amounts up to eight (8) cubic yards per Customer; and (2) Collection Service every month for unlimited amounts per Customer. Each Proposer shall provide its Rates for these types of Collection Service, assuming Bulky Waste (but not Bulky Yard Waste) will be delivered to: (a) the Dade RRF and Medley Landfill (i.e., no more than 7.0 miles from the City centroid); (b) a Solid Waste Management Facility located between seven (7) and ten (10) miles of the centroid of the City of Hialeah (i.e., 7.1 to 10.0 miles); (c) a Solid Waste Management Facility located between ten (10) and twenty (20) miles of the centroid of the City of Hialeah (i.e., 10.1 miles to 20.0 miles); or (d) a Solid Waste Management Facility located between twenty (20) and thirty (30) miles of the centroid of the City of Hialeah (i.e., 20.1 to 30.0 miles).

All Rates proposed on this form shall be fixed through October 1, 2016, and shall be based on the service requirements specified in the Agreement. The Rates shall be expressed as the cost that the City must pay per Dwelling Unit per month.

<b>MONTHLY RATE FOR BULKY WASTE COLLECTION SERVICE</b>				
	<b>Disposal at Dade RRF and Medley Landfill</b>	<b>Disposal between 7 and 10 miles</b>	<b>Disposal between 10 and 20 miles</b>	<b>Disposal between 20 and 30 miles</b>
<b>1. Bulky Waste Collection Service, once every month, up to eight (8) cubic yards</b>	Collection Component of Rate: \$ _____/Unit/Month	Collection Component of Rate: \$ _____/Unit/Month	Collection Component of Rate: \$ _____/Unit/Month	Collection Component of Rate: \$ _____/Unit/Month
	Fuel Component of Rate: \$ _____/Unit/Month	Fuel Component of Rate: \$ _____/Unit/Month	Fuel Component of Rate: \$ _____/Unit/Month	Fuel Component of Rate: \$ _____/Unit/Month
	Total Amount of Rate: \$ _____/Unit/Month	Total Amount of Rate: \$ _____/Unit/Month	Total Amount of Rate: \$ _____/Unit/Month	Total Amount of Rate: \$ _____/Unit/Month
<b>2. Bulky Waste Collection Service, once every month, unlimited amounts</b>	Collection Component of Rate: \$ _____/Unit/Month	Collection Component of Rate: \$ _____/Unit/Month	Collection Component of Rate: \$ _____/Unit/Month	Collection Component of Rate: \$ _____/Unit/Month
	Fuel Component of Rate: \$ _____/Unit/Month	Fuel Component of Rate: \$ _____/Unit/Month	Fuel Component of Rate: \$ _____/Unit/Month	Fuel Component of Rate: \$ _____/Unit/Month
	Total Amount of Rate: \$ _____/Unit/Month	Total Amount of Rate: \$ _____/Unit/Month	Total Amount of Rate: \$ _____/Unit/Month	Total Amount of Rate: \$ _____/Unit/Month

At its option, a Proposer may provide its Rates for the Collection and disposal of the City's Bulky Waste at any solid waste management facility that is permitted to receive the City's Bulky Waste. If a Proposer elects to provide such services, the Proposer must use the following table to provide its Rates for these Collection and disposal services.

MONTHLY RATE FOR BULKY WASTE COLLECTION AND DISPOSAL	
	Disposal at any Permitted Facility
<b>1. Bulky Waste Collection Service, once every month, up to eight (8) cubic yards</b>	Collection Component of Rate: \$ _____/Unit/Month  Fuel Component of Rate: \$ _____/Unit/Month  Disposal Component of Rate: \$ _____/Unit/Month  Total Amount of Rate: \$ _____/Unit/Month
<b>2. Bulky Waste Collection Service, once every month, unlimited amounts</b>	Collection Component of Rate: \$ _____/Unit/Month  Fuel Component of Rate: \$ _____/Unit/Month  Disposal Component of Rate: \$ _____/Unit/Month  Total Amount of Rate: \$ _____/Unit/Month

**FORM 17A**  
**RATES FOR BULKY YARD WASTE**  
**OUTSIDE THE ANNEXED AREAS**

Each Proposer shall use this form to provide its Rates for collecting and processing the Bulky Yard Waste generated by the City's Residential Customers. However, the Rates provided in this form are based on the assumption that the Contractor will not provide Collection Services in the Annexed Area (i.e., an area of approximately 3 square miles that was annexed into the City in 2004). The Rates proposed on this form shall be fixed through October 1, 2016, and shall reflect the service requirements specified in the Agreement. In the table below, the Contractor shall provide the Rates that the City must pay per Customer (Dwelling Unit) for: (1) Collection once every month, up to eight (8) cubic yards; and (2) Collection once every month, unlimited amounts. The Rates shall be based on two options: (a) the Bulky Yard Waste is delivered to the Equipment Yard for processing and then removed for beneficial reuse or disposal; and (b) the Bulky Yard Waste is delivered to any permitted facility for processing and/or disposal.

<b>RATES FOR BULKY YARD WASTE</b>		
	<b>Processing at Equipment Yard</b>	<b>Processing/Disposal at any Permitted Facility</b>
<b>1. Bulky Yard Waste Collection Service, once every month, up to eight (8) cubic yards</b>	Collection Component of Rate: \$ _____/Unit/Month  Fuel Component of Rate: \$ _____/Unit/Month  Disposal Component of Rate: \$ _____/Unit/Month  Total Amount of Rate: \$ _____/Unit/Month	Collection Component of Rate: \$ _____/Unit/Month  Fuel Component of Rate: \$ _____/Unit/Month  Disposal Component of Rate: \$ _____/Unit/Month  Total Amount of Rate: \$ _____/Unit/Month
<b>2. Bulky Yard Waste Collection Service, once every month, unlimited amounts</b>	Collection Component of Rate: \$ _____/Unit/Month  Fuel Component of Rate: \$ _____/Unit/Month  Disposal Component of Rate: \$ _____/Unit/Month  Total Amount of Rate: \$ _____/Unit/Month	Collection Component of Rate: \$ _____/Unit/Month  Fuel Component of Rate: \$ _____/Unit/Month  Disposal Component of Rate: \$ _____/Unit/Month  Total Amount of Rate: \$ _____/Unit/Month

## **HIALEAH'S RESPONSES TO PRE-QUALIFIED VENDOR'S QUESTIONS**

### **Attachment "C" to Addendum No. 3**

#### **City of Hialeah RFP No. 2014-15-9500-00-002**

The City of Hialeah received timely written questions from Progressive, WMIF, and Waste Pro. Each of these questions is quoted below. The City's response to each question is set forth below the question.

#### **Questions From Progressive**

#### **RFP**

**1. Section 1.2 - Geography, Page 1 and Demographics & Section 1.3.2 Residential Collection Service, Page 2:**

The 35,285 number of homes listed in Section 1.2 receiving solid waste collection services at Curbside by the City contradicts the 34,740 listed number of Dwelling Units in Section 1.3.2 receiving solid waste collection services at Curbside by the City. Please confirm which unit count number will be used for purposes of calculating the rate per customer.

For the purposes of this RFP, the City will assume that 37,113 Dwelling Units will receive Collection Services at Curbside from the Contractor. See the City's response to Question No. 2, below.

**2. Section 1.2 - Geography, Page 1 and Demographics & Section 1.3.2 Residential Collection Service, Page 2:**

Will the City be reviewing its current unit count for homes receiving solid waste collection services for purposes of determining the accuracy of this number? Our team has identified areas of the City based on the Service Maps provided in the RFP where there appears to be more mailing addresses associated to the number of lots provided on the Service Maps. This example presents the possibility of having lots that do not accurately reflect the total number of units located within each parcel. Progressive suggests cross referencing the number of water accounts with the number of solid waste accounts receiving solid waste collection services at Curbside to achieve an accurate unit count number.

The City has reviewed its records to determine the number of Dwelling Units that will receive Collection Service at Curbside pursuant to this RFP. The City also is cross-referencing its list of water accounts and its list of solid waste accounts to resolve the differences between the two.

At this time, there are 37,573 accounts that are billed by the City for solid waste services. The City believes approximately 460 of these accounts are for commercial customers. Accordingly, the City estimates that there are

approximately 37,113 Dwelling Units ( $37,573 - 460 = 37,113$ ) that will receive Collection Service from the City's Contractor.

This number (37,113) will be used when the City compares the proposals submitted by the three Pre-Qualified Vendors. After the City selects the Successful Proposer/Contractor, the Contractor shall notify the City pursuant to Section 12 of the Exclusive Franchise Agreement ("Agreement") if the Contractor identifies additional Dwelling Units that should be added to the City's Customer List. The Contractor shall be paid based on the number of Dwelling Units that are included in the Customer List, as revised.

**3. Section 1.2 – Geography, Page 1:**

What is the number of residential units receiving solid waste collection services at Curbside in the annexed area?

As noted in Addendum No. 3, it has not yet been determined whether the Contractor or Miami-Dade County ("County") will provide Collection Service in the Annexed Area. The City currently bills approximately 468 accounts for solid waste services in the Annexed Area. For the purposes of this RFP, the City will assume that there are 468 Dwelling Units in the Annexed Area.

**4. Section 1.3.2 – Residential Collection Service, Page 2:**

What will the Contractor be required to collect as it pertains to Bulky Yard Waste and Bulky Waste? Will the Contractor be required to follow the City's Code or will the Contractor be required to follow what has become the practice of the City to collect everything that is Set Out for Collection?

Neither; the Contractor will be required to comply with the Agreement. When the City selects the Successful Proposer/Contractor, the City also will select the level of service that the Contractor shall provide to the City. Specifically, the City will decide whether the Contractor will be required to collect eight (8) cubic yards of Yard Waste on a Scheduled Collection Day or unlimited amounts of Yard Waste. See Section 7.3.2 of the Agreement. The City will make the same decision concerning the amount of Bulky Waste that will be collected by the Contractor. See Section 7.2.2 of the Agreement. The Agreement currently requires the Contractor to collect eight (8) cubic yards of Yard Waste and eight (8) cubic yards of Bulky Waste each month. If the City decides to pay for the Collection of unlimited amounts of one or both of these materials, the Agreement will be revised, as necessary, to incorporate the City's decision. In any event, the Contractor will be paid for the level of service that is selected by the



City and the Contractor will be required to comply with the requirements in the Agreement.

**5. Section 1.4.2 Residential Collection Service for Garbage, Page 3:**

Exhibit 1 appears to be a map of the City and does not designate the areas that will not receive Automated Service. Will the City please provide an exhibit designating the areas where it believes that it is not feasible to provide Automated Service?

The draft Agreement currently contains the first page of Exhibit 1. As noted in Exhibit 1, the entire map was issued separately, because the electronic file is too large to transmit easily. The entire exhibit and map were published with the RFP, on the City's webpage, on March 17, 2015. The exhibit is contained in a pdf file labelled "Waste Pickup Services." The exhibit (i.e., the "Sections Map") shows the different areas of the City, which are color-coded in blue, pink, white and black. Areas shown in pink are designated for "Manual Service." In these areas, the City believes it is not feasible to provide Automated Service. Areas shown in black are designated for "No Service." These areas currently receive Collection Service by private haulers and will not be part of the area served by the Contractor.

**6. Section 1.5 – The City's Disposal Options, Page 5:**

Is it possible and does the City contemplate instructing the Contractor to haul the City's waste to a different disposal facility before February 1, 2016?

The City does not contemplate instructing the Contractor to haul the City's waste to a different disposal facility before February 1, 2016.

**7. Section 1.7 – City Vehicles, Page 6:**

Is it possible and does the City contemplate having the sale of vehicles occur before July 31, 2015? Given the possibility of the completion of the closing and the transference of vehicles to the Contractor being delayed, there does not appear to be much time provided for the Contractor to have the vehicles in use to provide service beginning on August 1, 2015 if the Contractor so desires to use the City's vehicles.

The City does not contemplate selling its vehicles to the Contractor before July 31, 2015. The City needs to use the City's vehicles until the Contractor begins to provide its services on August 1, 2015.

**8. Section 2.6 – Evaluation of Proposals, Page 10:**

Will the evaluation committee be responsible for evaluating the net cost of the Proposer's service (Criteria No. 5) or will this task be provided by appropriate financial staff?

Additionally, will the financial staff be responsible for points being apportioned accordingly and in proportion to other Proposers?

The City's Staff and consultants will assist the Evaluation Committee with its evaluation of the net cost of the Proposer's services. The City's Staff and consultants also will provide information that the Evaluation Committee may use when scoring the proposals, but the Evaluation Committee shall have the exclusive authority to determine how it will award points for each proposal.

**9. Section 2.6 – Evaluation of Proposals, Page 10:**

Will points be apportioned for each and every service option included in the RFP for purposes of calculating the net cost of Proposer's services (Criteria No. 5)? For example, will each Bulky Waste and Bulky Yard Waste service option have its own separate allocation of points to differentiate the net costs of Proposer's service for both options? The same example applies for collection and disposal options.

The Evaluation Committee shall have the exclusive authority to determine whether it wishes to assign points to each of the different options being evaluated. Given the number of potential options, the Evaluation Committee may decide it is not necessary to assign points to each option. For example, the Evaluation Committee initially may decide whether it is cost-effective and appropriate to collect unlimited amounts of Bulky Waste and Yard Waste, without assigning points to these options.

**10. Section 3.2 – Authorization to Bind Proposer, Page 17:**

Will the City allow for an employee of the company (Example – Area Manager) other than a corporate officer to execute Proposal forms if accompanied by evidence of authority to sign?

Yes. However, the Proposer must submit documents that clearly show the designated Person is authorized to execute and submit a proposal to the City on behalf of the Proposer.

**11. Section 3.4 – Proposal Description, Chapter 11 – Criminal Convictions and Environmental Violations, Page 21:**

Please define what is meant by cases? Do cases consist of proceedings or citations?

For the purposes of this RFP, a "case" means a proceeding that resulted in the issuance of a final judgment, final order, stipulated settlement, consent order, or similar final determination of liability.

**12. During the Mandatory Pre-Proposal Meeting, Waste Management made the City aware of a 15% fee on gross receipts that would be applicable to the annexed area once a private hauler**

begins to provide solid waste collection services. Is this fee limited to just commercial or is applicable to residential as well?

For the purposes of this RFP, the City will assume that Miami-Dade County's fee is applicable to residential Collection Services provided in the Annexed Area. If this fee is imposed on the City's Contractor as a result of collecting Residential Waste in the Annexed Area pursuant to the City's Agreement, the City will either reimburse the Contractor or pay the fee directly to the County, as the City deems most suitable. The City will revise the Agreement, as necessary, to provide for the payment of the County's fee or the reimbursement of the Contractor.

13. Progressive requests that the City provide tonnage information, broken up by weights, if possible.

The City estimates that it collected approximately 48,113 tons of Garbage and Rubbish, approximately 16,725 tons of Bulky Waste, and approximately 1,477 tons of Yard Waste in 2013. The City's summary report for 2013 was provided to the vendors in Addendum No. 3 to the City's Request for Qualifications.

The City has prepared estimates for Fiscal Year 2013/2014, and for Fiscal Year 2014/2015 through February 2015. These estimates are contained in Attachment "D" to Addendum No. 3. Please note that the estimates in Attachment "D" include a column for commercial accounts. The tonnage in this column includes waste generated in the City's facilities, as well as waste generated by the City's commercial customers.

It should be noted that, when the City switches to Automated Service with Garbage Carts, some of the waste that is currently collected as Garbage may be collected as Bulky Waste. This may occur because some items of Bulky Waste currently are placed in the back of the City's rear load trucks. In the future, these large items will have to be collected as Bulky Waste, because they will not fit inside a Garbage Cart.

Further, the change to Automated Collection Service with carts may result in an increase in the amount of waste that is discarded as Garbage, and result in a corresponding reduction in the amount of waste that is improperly discarded in recycling carts. The City's current collection system may create an incentive for residents to place their Garbage in their recycling cart, rather than in their Garbage Can, because it is easier to roll a recycling cart to the curb than it is to haul a Garbage Can to the curb. This incentive should be eliminated when the City's residents have Garbage Carts.

The City cannot predict accurately whether these changes will occur. The City also cannot quantify the size of these potential changes in the City's waste composition.

**14. Will the Contractor be responsible for the blacked out areas provided on the Service Maps?**

The Sections Map identifies certain areas in black, which are labeled "No Service." The Contractor is not responsible for providing service in these areas.

**15. Will the City assume liability for overhanging tree branches that may break due to insufficient overhead clearance?**

No; the Contractor shall be liable for any damages it causes by running into low-hanging tree limbs. See Sections 17.2 and 17.3 of the Agreement.

**Franchise Agreement**

**16. Section 7.1.4, Page 15:**

Will the City please strike the requirement that all Garbage and Rubbish in Plastic Bags and paper bags that the Customer places adjacent to the Customer's Garbage Carts, from February 1, 2016 – March 1, 2016 be removed from Franchise Agreement as this will slow down productivity of the Contractor?

Yes, the City will revise Section 7.1.4. As revised, Section 7.1.4 shall read as follows:

"The Contractor shall collect all of the Garbage and Rubbish that is Set Out in a Garbage Cart by a Customer that receives Automated Collection Service, but the Contractor is not obligated to collect Garbage and Rubbish that are placed outside of the Customer's Garbage Cart."

**17. Section 8.2 & 8.3, Page 17:**

Section 8.2 allows for service to commence as early as 6:00am and as late as 11:00 pm, however; section 8.3 restricts the Contractor from servicing an area where complaints have been received if collection service occurs before 7:00 am or after 6:00 pm. Could the City please clarify the service times as applied to both these sections?

Sections 8.2 and 8.3 must be read together. Pursuant to Section 8.2, the Contractor may provide its service from 6:00 a.m. until 11:00 p.m. However, the Contractor's rights under Section 8.2 are restricted by the limitations contained in Section 8.3. If the Contractor's activities cause

complaints about noise at a location where the Contractor provides Collection Service before 7:00 a.m. or after 6:00 p.m., the City may require the Contractor to provide its services between 7:00 a.m. and 6:00 p.m. at the location where the complaints occur.

**18. Section 25.9, Page 30:**

Does the Contractor still have to pay the fueling facility fee even if it decides on July 1, 2015, not to use the fueling facility?

The City wants to ensure that it receives the benefit of any financial inducements that are offered to the City by the Successful Proposer/ Contractor. The Contractor will be required to pay each fee that the Contractor offered to pay in its proposal, if the Contractor's proposal contained a specific dollar value for the benefit that the City will enjoy from the payment of that fee. For example, if the Successful Proposer's proposal stated that the Contractor will pay Ten Thousand Dollars (\$10,000) per year to the City for using the City's fueling facility, the Contractor will be required to pay the fee, even if the Contractor decides it does not wish to use the fueling facility. On the other hand, if the Successful Proposer's proposal says that the Contractor will use the fueling facility, but does not specify the dollar value of such use, the Contractor will not be required to pay any minimum amount to the City. However, if the proposal does not include any specific dollar value concerning the Contractor's use of the fueling facility, the City will not consider the use of the fueling facility when calculating the net cost of the Proposer's services.

**19. Section 26 – Set Out Procedures for Customers, Page 30**

Is there a set out time for customers that have been set by the City?

Yes. The Customers must Set Out their waste "no later than 6:00 a.m. on the morning of the collection day." See Section 78-69(e) of the City's Code of Ordinances.

**20. Section 28.1.4, Page 35:**

Will the City provide for a specific depth requirement for vehicles?

No.

**21. Section 28.4.3 - , Page 36:**

Please provide a clear definition of what the content of the logs and records are to contain and for what purpose are they to be used. Logs can contain a great deal of information and we would like the City's definition of content.

The City anticipates that it will not request the Contractor's GPS logs and records unless the City has a reasonable belief that the Contractor is not complying with the requirements in the Agreement. Under such circumstances, the City may wish to review the Contractor's logs and records (if any) to determine whether the Contractor's vehicles have been following the designated routes at the appropriate times.

**22. Section 28.9.1, Page 37:**

Will the City please restrict inspections for when vehicles are not in use as the current language in the Franchise Agreement can cause route delays?

The City recognizes that inspections may cause delays and, therefore, the City anticipates that its inspections normally will occur when the vehicles are not in use. However, the City reserves its right to inspect the Contractor's vehicles at any time.

**23. Section 34, Pages 44 – 47:**

In this complete section for reporting the City has referred to several times to "an electronic (digital) format" for submission of reports.

A. Can the City please provide further definition as to the required format?

Section 34.1.2 requires reports to be "submitted in an electronic (digital) format that is compatible with the City's software." The reports should be provided in a format that can be sent by electronic mail and reviewed by the City while using software programs that are readily available to the public. Microsoft Word, Excel, pdf, and similar types of files are acceptable.

B. Furthermore can the City provide any further detailed file layouts as to the content of said files for reporting along with the record level detail that may be required within the file? For example in section 34.2.3 the Vehicles Maintenance log, this could contain a great deal of information regarding routing and daily repairs and could lead to an overflow of information if not properly defined. The same could be true in all sub sections of section 34.

The City assumes the Contractor will keep a vehicle maintenance log as part of its routine practice. Section 34.2.3 identifies the basic information that should be contained in the vehicle maintenance log (if any). The log

should contain sufficient information to demonstrate that each vehicle is receiving service in accordance with the manufacturer's recommendations.

- C. Can the City please indicate what software system is the City is using as mentioned in several areas of the RFP?

The City currently uses Microsoft Word, Excel, and other commercially available software programs.

- D. In order to maintain the detail the City is defining in both reporting and tracking of items like Complaint and Cart Logs, is the City willing to provide the successful Proposer a listing of the service addresses so that it can be loaded into their systems for accurate accounting. Furthermore can the City provide any Geospatial data along with those addresses?

Yes, the City will provide the Contractor with a Customer List, pursuant to Section 12 of the Agreement. The Customer List will identify each parcel of Residential Property and each Dwelling Unit that will receive Residential Collection Service from the Contractor pursuant to the Agreement. However, the City does not have "geospatial data" for the addresses.

**24. Section 36.3, Page 49-50:**

What is the frequency of service for these facilities?

As stated in Section 36.3 of the Agreement, "Exhibit 7 identifies the frequency of Collection and the type of Collection Container that shall be used by the Contractor when providing Collection Service to the properties identified in Exhibit 7." An updated Exhibit 7 was included in Addendum No. 1.

**25. Exhibit 6 – Cart Specifications**

In order to provide the proper reporting and accuracy within our existing cart tracking system, is the City willing to allow carts to be equipped with RFID tags to better facilitate this requirement?

Yes.

26. In **Sections 10.1 to 10.5** of the cart maintenance system is the City looking for the contractor to provide the inventory information in an electronic format and if so in what format and with what content?

The City is willing to work with the Contractor to identify a suitable format. At present, the City anticipates that the Contractor will be able to use any commercially available software to provide the required

information concerning the carts inventory. For example, the Contractor may use a Word document or an Excel spreadsheet.

27. **Section 10.3** – When the City generates the service work order for the carts, is the inferred submission completed via e-mail inbound or by some other electronic data format. Is the assumption that we would need to use the City generated WO# within our existing cart maintenance system as the main tracking point correct?

The City is willing to work with the Contractor to develop an appropriate system for communicating about work orders. At present, the City assumes that it will send an e-mail to the Contractor with the work order and that will be sufficient for the needs of both parties. Similarly, the Contractor and the City will use the work order to track the status of the City's request.

28. In order to maintain the detail the City is defining in both reporting and tracking of carts, is the City willing to provide the successful Proposer a listing of the service addresses so that it can be loaded into their systems for accurate accounting. Furthermore can the City provide any Geospatial data along with those addresses?

Yes. See the City's response to Question No. 23(D), above.

#### **Equipment Yard Lease**

29. **Section 4.3 – Utilities, Page 8:**

Who pays the utilities? Does the Contractor have a separate meter, including one for water and electric? Does this section apply for all leased facilities?

Pursuant to Section 4.3.3 of the Lease, the Tenant (Contractor) shall "pay for the cost of all utilities." The City does not have separate meters for water and electricity; however, the Contractor may install meters at its expense if the Contractor wishes to do so. This approach to utilities shall apply to all of the facilities leased by the Contractor from the City.

30. **Section 5 – Tenant Improvements, Page 9:**

Who is empowered to make decisions for landlord?

The Director.

31. **Section 6.1, Page 9:**

The language contained in the fourth sentence of this section conflicts with the RFP and Franchise Agreement where in both the RFP and Franchise Agreement it allows the Contractor to use the Equipment Yard for purposes outlined in both documents.



In Section 6.1 of the Lease, the fourth sentence shall be revised to read as follows:

“The Tenant shall not use the Equipment Yard for any other activity, unless the activity is explicitly approved in the Agreement or this Lease, or unless the Tenant has received the Landlord’s prior written approval for such activity. However, in all cases, such activity must be in compliance with all Applicable Law.”

**32. Section 6.6, Page 10:**

Who is responsible for emergency repairs in excess of \$5,000? What are the requirements for such a scenario?

If emergency repairs are required and such repairs will be in excess of \$5,000, the Contractor shall perform the repair and the City shall reimburse the Contractor for reasonable, documented, out-of-pocket expenses incurred by the Contractor for such emergency repairs. The Contractor shall use its best efforts to inform the City and coordinate with the City before initiating any such repairs.

**33. Section 8.3, Page 13:**

How is the baseline established (Phase I, Phase II)? Who is responsible for paying?

The City obtained and paid for a Phase I Environmental Assessment for the Equipment Yard. The City does not anticipate performing a Phase II assessment at this time.

**34. Section 15 – Sublease, Assignment or Transfer or lease?**

Will the City allow for an exception that is applicable to sublease or affiliate?

No.

**35. Does the lease payment include a sales tax?**

No.

**Questions From WMIF**

36. There is a paragraph at the bottom the Franchise Agreement page 10 that states that the Contractor will not be obligated to pay the county’s Disposal Facility Fee. This fee is imposed by the county, however, rather than the City. **Will the City pay the Miami-Dade**

**County Disposal Facility Fee on the Contractor's behalf for all of the Contractor's revenue generated within the affected areas under this agreement?**

Yes. See the City's response to Question No. 12, above.

37. Please confirm that the optional rates for "disposal at any permitted facility" would be applicable only in the event that the City did not renew its current inter-local disposal agreement with Miami-Dade County or enter into any other agreement that would preclude the Contractor from delivering waste to the properly permitted facility of the Contractor's choice.

The Rates for "disposal at any permitted facility" will be used only if the City decides that it will not direct the City's solid waste to the County's facilities or other facilities selected by the City. In such circumstances, the City will allow the Contractor to take the City's waste to "any permitted facility" and the Contractor's Rates for that service will be applicable.

38. May the Contractor use the Grinder Area without leasing any other property from the city? If so, what, if any, is the cost?

No.

39. May proposers submit "Alternate Proposals" (for potential consideration by City, and in addition to regular proposals?)

No.

40. Please clarify exactly how "Net Cost of Services" will be calculated. *(As an update to this question, please confirm that items such as property lease payments and purchase of city's fleet, among other things, will be considered in this calculation.)*

The "net cost" will be determined by calculating the estimated cost of the Contractor's services and then deducting the amount of any revenues that will be provided to the City under the Contractor's proposal, including but not limited to revenues from lease payments, the purchase of the City's vehicles, and fees for using the City's facilities.

41. May the performance bond commitment letter simply state that the bond will be issued in amount equivalent to 100% of the total annual cost, rather than specifying that amount in dollars? (This is helpful in obtaining the letter in a timely manner, as the request can be made to the bonding company before rates are finalized, which is often very close to the proposal submittal date.)

Yes.

42. This solicitation is the second step in a two-part process. The city determined through the RFQ that three firms were fully qualified to compete for the contract. After that, we expected that price would be the dominant consideration, yet net cost to the city represents only 40 out of 100 points, or 40% of the overall evaluation. We also heard from the City at the pre-proposal conference that the city was looking for the best deal. Given the above, will net cost remain weighted at 40 points as it now appears in the RFP?

See Addendum No. 1, which provides that the "net cost" to the City will be worth a maximum of 65 points out of the maximum total score of 100 points.

43. We understand that the city will allow each residence to have two carts, yet pay the same monthly fee as those residences with only one cart. As an incentive to encourage recycling, and to reduce extra materials from having to be taken to MSW disposal facilities, would the City consider changing the pricing structure to include one cart as the basic service, and allow proposed monthly service costs on additional carts at each residence?

See Addendum No. 1, which provides that each resident will pay the standard Rate to use one cart. If a resident purchases and uses a second cart, the resident will pay an additional fee equal to fifty percent (50%) of the standard Rate. This additional fee (50% of the standard Rate) will apply to each additional cart used by a Customer.

44. Please confirm that materials placed outside carts will not have to be collected as part of the regular garbage collection service for those residences with automated or semi-automated service utilizing carts.

Residents that use Garbage Carts must place their Garbage and Rubbish inside the cart. Materials left outside of the cart do not need to be collected by the Contractor, unless the materials are Bulky Waste or Yard Waste. See the City's response to Question No. 16, above.

45. The RFP provides options for monthly collection of 8 cubic yards and for unlimited amounts of Bulky Waste, and the same options for Bulky Yard Waste. It appears though that the residents historically have not been required to segregate these two waste streams. **Does the city intend to use Code Enforcement and other measures to ensure that the two waste streams (Bulky Waste and Bulky Yard Waste) are placed out separately so that separate collections are feasible as described in the RFP? What will happen in the event that Bulky Yard Waste is contaminated with other materials when placed out on a Bulky Yard Waste collection date?** This could result in a situation that would preclude a Contractor from delivering the materials to a facility that is permitted for yard waste but not

MSW. It could also require all bulky waste materials that are not properly "source separated" to be delivered only to the city's designated MSW disposal site(s), which will remain Miami-Dade County's facilities if the City's inter-local agreement ("ILA") is renewed, or other MSW facilities in the event the City contracts other disposal options after expiration of the current ILA.

The City's residents will be instructed to place Bulky Waste and Yard Waste in separate locations at the Curb and otherwise keep these materials separate. If the residents fail to do so, the Contractor shall collect the different materials in compliance with Section 15.6 of the Agreement. If the Bulky Waste and Bulky Yard Waste are mixed together to such an extent that they cannot be readily separated, the combined materials will need to be taken to a disposal facility that can lawfully receive the combined material. The City will work with the Contractor to try to minimize the frequency of such occurrences.

#### **Questions From Waste Pro**

46. Would the City consider purchasing the carts to benefit from the savings of avoiding paying taxes as the intent of the City is to own the property immediately upon delivery? The benefits result in the ability for the City to purchase an additional 6% more carts (the amount of the sales tax) for the same price.

No. The City does not intend to purchase the carts.

47. Section 53 of the Franchise Agreement, Page 77: The City is requiring a performance bond amount of 100% of the total amount of the City's payments to the Contractor. Would the City consider lowering the bond amount or eliminating all-together, since the city is requiring a very substantial cash payment that further negates the need for a performance bond? Additionally, a Performance Bond for the entire Revenue of the Contract is an unnecessary expense that will be passed on to the City. When Miami-Dade County bid the entire County for recycling collection (385,000 units) they did not require a bond from the bidders, since they met the requirements to submit proposals through a rigorous qualification process as we have done in the Hialeah bidding process.

The City shall revise Section 53 of the Agreement, by changing the first sentence in the second paragraph, to read as follows:

"Initially the Performance Bond shall be in an amount that is equal to fifty percent (50%) of the total amount of the City's payments to the Contractor for Collection Services under this Agreement during the Operating Year beginning on October 1, 2015."

Section 53 will be revised further to allow subsequent reductions in the amount of the Performance Bond. However, the Performance Bond shall not at any time be less than twenty-five percent (25%) of the total annual cost of the Contractor's Collection Services.

48. How many units does the City consider a multi-family dwelling unit?

Four (4) or more; however, this number is not relevant under the Agreement. Under the Agreement, the Contractor will provide service to a Multi-Family Dwelling if the Multi-Family Dwelling receives Collection Service with Garbage Cans or Garbage Carts, regardless of the number of units in the Multi-Family Dwelling.

49. RFP Section 1.85 defines Solid Waste as every type of waste that is actually not solid waste? Would the City please elaborate on the definition?

The first sentence of Section 1.85 is substantially the same as the definition of "Solid Waste" in Section 403.703 of the Florida Statutes. The second sentence in Section 1.85 simply lists the different types of Solid Waste that are identified in Section 1 of the Agreement.

50. RFP Page 1, Section 1, last paragraph, please clarify the number of homes. On page 1 it states 35,285 and on page 2, section 1.32 it states 34,740? THIS QUESTION WAS ANSWERED AT THE MEETING. WILL THE CITY CONFIRM THE CORRECT NUMBER IS 34,740 via addendum.

See the answers to Question Nos. 1 and 2, above.

51. Will the City allow for the delivery of carts for automated service delivery prior to January 4<sup>th</sup>? THIS QUESTION WAS ANSWERED AT THE MEETING. WILL THE CITY CONFIRM VIA ADDENDUM.

The Contractor cannot begin to provide Automated Service before January 4, 2016. However, the Contractor may begin to deliver Garbage Carts for Automated Service prior to January 4, 2016.

52. Will the City provide a detailed list of addresses of residential areas where automated service cannot be provided?

The City does not have this information. The City has prepared the "Sections Map," which identifies the areas where it appears that it is not feasible to provide Automated Service. The City has not prepared a list of the addresses in these areas.

53. On the proposal bond form page 51, Is the City requiring the contractor to ask the Bonding Company to use the Proposal Bond Form in lieu of the Bond Company Form?

Yes.

54. RFP Page 19 Section Chapter 4 Experience, a reference is made to "key facts", what does the City intends or considers as "key facts"? Please elaborate.

- The Proposer may provide as much or as little information as the Contractor deems appropriate. The City assumes that the Proposer normally should include: the name of the community where the Proposer provided service; the approximate number of Dwelling Units that were served in the community; and the type of Collection Services that were provided (e.g., manual collection of Garbage Cans; automated or semi-automated collection of Garbage Carts).

55. RFP Section 25.8 references Exhibit 11. Exhibit 11 was not included in the RFP documents. Will the City please provide Exhibit 11?

Exhibit 11, the Consent of Use Agreement for the City's vehicle washing facility, has not been prepared. It will be prepared after the Successful Proposer has been selected, if the Successful Proposer wishes to use the City's facilities.

56. Franchise Agreement Page 19 – Section 12. What does the City consider appropriate deletion from the City's prepared customer list?

For example, Dwelling Units will be deleted from the Customer List if the Dwelling Units are abandoned, vacant, or demolished.

57. Franchise Agreement Page 26 – Section 21.12 Exempt Waste. This section states that tires are exempt. Is the contractor required to pick-up tires at a residential dwelling if included in their bulk waste pile?

No. The Contractor is not required to pick up tires as part of its Collection Service.

58. Franchise Agreement Page 27 – Section 23.1. According to section 23.1 it states that the contractor is expected to provide a starting and ending point for each service route. Does the City currently have a starting and ending point for their routes, and will the City provide copies?

The City's route maps are contained in Attachment "E" to Addendum No. 3.

59. Franchise Agreement Page 29 – Section 25.7. This section references an "Exhibit 10" for the Fleet Maintenance Building Lease. Will the City provide a copy of the lease agreement for the Fleet Maintenance Building?

Exhibit 10, the lease for the Fleet Maintenance Building, has not been prepared. The lease will be prepared, if necessary, after the Successful Proposer has been selected. The lease for the Fleet Maintenance Building will be substantially similar to the lease for the Equipment Yard.

60. Franchise Agreement Page 30 – Section 25.8. The City references the Truck Washing Fee, but there is no price listed. In addition, there is a reference to Exhibit 11. Can the City provide the price per vehicle wash and a copy of Exhibit 11?

The fee for using the City's truck washing facility shall be Two Thousand One Hundred Sixty-Seven Dollars (\$2,167) per month, plus the cost of utilities (e.g., water and electricity). See the City's response to Question No. 55, above, concerning Exhibit 11.

61. Franchise Agreement Page 30 – Section 25.10. Will the City provide a list of any pending damages or liabilities relating to all city facilities described in this agreement for contractors use?

At this time, the City is not aware of any pending damages or liabilities concerning the City's Equipment Yard or the other facilities that are identified in the Agreement for the Contractor's use.

62. Franchise Agreement Page 32 – Section 27.1.2 Garbage Carts – will the City allow residents to request different size carts? THIS QUESTION WAS ANSWERED AT THE PREBID MEETING WILL THE CITY CONFIRM VIA ADDENDUM TO ONLY HAVE ONE SIZE CART.

No. The Contractor will be required to provide carts that are one size only (approximately 96 gallons).

63. Franchise Agreement Page 37 – Section 28.7.3. Please confirm the City collection vehicle color referenced in section 28.7.3.? THIS QUESTION WAS ANSWERED. WILL THE CITY CONFIRM THE REQUIRED COLOR WILL BE WHITE VIA ADDENDUM?

The vehicles used by the Contractor will need to be painted white to match the City's vehicles. Spare, reserve and replacement vehicles are not subject to this requirement, as explained in Section 28.7.3 of the Agreement.

**End of Attachment"C" to Addendum No. 3**

**Attachment "D" to Addendum No. 3**

**City of Hialeah RFP No. 2014-15-9500-00-002**

<b>FISCAL YEAR 2013/2014</b>				
<b>TOTAL WASTE STREAM</b>				
<b>TOTAL TONNAGE EACH SECTION</b>				
<b>DATE</b>	<b>GARBAGE</b>	<b>BULK TRASH</b>	<b>GREENS WASTE</b>	<b>COMMERCIAL ACCOUNTS INCLUDES CITY FACILITIES</b>
<b>OCT</b>	4012.00	1703.27	237.50	210.31
<b>NOV</b>	3756.00	1474.10	32.50	211.47
<b>DEC</b>	4576.00	1356.06	5.00	212.96
<b>JAN</b>	3946.00	1313.88	0.00	222.80
<b>FEB</b>	3493.00	1422.29	0.00	368.50
<b>MAR</b>	3755.00	1364.96	22.50	203.75
<b>APR</b>	3874.00	1312.34	82.50	220.35
<b>MAY</b>	4089.00	1318.99	115.00	218.53
<b>JUNE</b>	4231.00	1549.59	105.00	205.14
<b>JULY</b>	4772.00	1648.19	122.50	259.05
<b>AUG</b>	4249.00	1662.83	132.50	307.80
<b>SEPT</b>	4361.00	2103.66	0.00	199.19
	49114.00	18230.16	855.00	2839.85
				<b>TOTAL TONS</b>
				71,039.01
				<b>DISPOSABLE TONS</b>
				70,184.01
<b>GREEN WASTE IS TREES AND BRANCHES PROCESSED TO MULCH</b>				
<b>RECYCLING RECOVERED MATERIALS</b>				



# **FISCAL YEAR 2014/2015**

## **TOTAL WASTE STREAM**

## **TOTAL TONNAGE EACH SECTION**

DATE	GARBAGE CURB SIDE	BULK TRASH	GREENS WASTE	COMMERCIAL ACCOUNTS INCLUDES CITY FACILITIES
OCT	4105.00	1913.04	20.00	202.09
NOV	3638.00	1402.25	5.00	172.07
DEC	4472.00	1343.49	7.50	241.99
JAN	4169.00	1369.46	7.50	213.97
FEB	3415.00	1254.56	5.00	213.07
MAR	0.00	0.00	0.00	0.00
APR	0.00	0.00	0.00	0.00
MAY	0.00	0.00	0.00	0.00
JUNE	0.00	0.00	0.00	0.00
JULY	0.00	0.00	0.00	0.00
AUG	0.00	0.00	0.00	0.00
SEPT	0.00	0.00	0.00	0.00
	19799.00	7282.80	45.00	1043.19

TOTAL TONS	28,169.99
DISPOSABLE TONS	28,124.99

**GREEN WASTE IS TREES AND BRANCHES PROCESSED TO MULCH  
RECYCLING RECOVERED MATERIALS**

**Attachment "E" to Addendum No. 3**

**City of Hialeah RFP No. 2014-15-9500-00-002**

**ADDENDUM RECEIPT FORM**

**CITY OF HIALEAH**

**SOLID WASTE COLLECTION SERVICES**

**RFP #2014/15-9500-00-002**

**ADDENDUM No. 3**

**CONTRACTOR'S NAME** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**PHONE NO.** \_\_\_\_\_

**CONTACT NAME** \_\_\_\_\_ **SIGNATURE** \_\_\_\_\_

**THE VENDOR ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDUM BY  
SIGNING AND DATING BELOW:**

**(A copy of this form must be faxed immediately to the City of Hialeah at (305) 883-5871).**

<u><b>ADDENDUM</b></u>	<u><b>SIGNATURE</b></u>	<u><b>DATE</b></u>
<u>3</u>	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____